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CHARLOTTE, N.C.

MAR 14 2011

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

Clerk, U. S. Dist. Court
W. Dist. of N. C.

Jose Carlos Velez-Colon	
Plaintiff	<u>CIVIL NO:</u> 3:11cv126
-v-	
[1] Bank of America Corporation; [2] DOES 1 through 100 inclusive	<u>JURY TRIAL DEMANDED</u>
Defendants	

COMPLAINT

TO THE HONORABLE COURT:

NOW COMES Plaintiff, Jose Carlos Velez-Colon, pro se, and respectfully states and prays
as follows:

INTRODUCTION

1. This is an action for damages resulting from federal and state-law violations caused to plaintiff due to intentional and/or grossly negligent and negligent acts of defendant, taken in reckless disregard and deliberate indifference of the consumer rights of the plaintiff. Defendant obtained plaintiff's consumer report without telling the consumer reporting agency of the true purpose of the report, or indicated the purpose to be something other than the true purpose, actionable under 15 U.S.C. 1581 et. Seq. and PR ST T. 7 §

2031 et seq¹. Defendant also failed to notify “adverse action” as required pursuant to PR ST T. 7 § 2034; and Defendants unlawfully recorded telephone conversations with Plaintiff in violation of the Puerto Rico Constitution and Art. 1802 of the Puerto Rico Civil Code. All events have a common nucleus of operative facts.

JURISDICTION & VENUE

2. Jurisdiction of this Court arises because a federal question is involved, 15 U.S.C. §§ 1681 et seq., and under 28 U.S.C. § 1332(a)(2) because there is complete diversity between the parties and the amount in controversy is \$75,000 or more, exclusive interests and costs.
3. Jurisdiction also arises under the doctrine of pendent jurisdiction.
4. Venue is proper pursuant to 28 U.S.C. § 1391(d) because Defendant Bank of America Corporation principal place of business is in this District.

PARTIES

5. Plaintiff is a consumer as defined in 15 U.S.C. § 1681a and PR ST T. 7 § 2031.
6. Defendant **BANK OF AMERICA CORPORATION** is a National Bank, as defined by federal law. Its headquarter is located in this District at:

Bank of America Corporation
100 North Tryon Street
Charlotte, NC 28255
Phone: 704-386-5681
Fax: 704-386-6699
Website: <http://www.bankofamerica.com>

7. Plaintiff is not aware of the true names and capacities of the defendants sued as **DOES 1** through 100, inclusive, and therefore sues these defendants by such fictitious names. Each

¹ Puerto Rico state law adopts and expands consumer rights under the federal law known as Fair Credit Reporting Act (FCRA). Accordingly, we may refer to the FCRA in

of these fictitiously named defendants is responsible in some manner for the activities alleged in this Complaint. Plaintiff will seek leave of Court to amend this Complaint to replace the fictitious names of these entities with their true names when they are discovered.

8. Each of the aforementioned Defendants is responsible in some manner, either by act or omission, strict liability, fraud, deceit, fraudulent concealment, negligence, respondeat superior, breach of contract or otherwise, for the occurrences herein alleged. At all times material hereto and mentioned herein, each of the Defendants sued herein was the agent, servant, employer, joint venturer, partner, division, owner, subsidiary, alias, aider and abettor, assignee and/or alter-ego of each of the remaining Defendants and was at all times acting within the purpose and scope of such agency, servitude, joint venture, division, ownership, subsidiary, alias, assignment, alter-ego, partnership or employment and with the authority, consent, approval and ratification of each remaining Defendant. At all times herein mentioned, each Defendant was acting in concert or participation with each other, and/or aided and abetted the other Defendants, and/or was a joint participant and collaborator in the acts complained of, and/or was the agent or employee of the others in doing the acts complained of herein, each and all of them acting within the course and scope of said agency and/or employment by the others, each and all of them acting in concert one with the other and all together. Each Defendant was the co-conspirator, aider and abettor, agent, servant, employee, assignee and/or joint venturer of each of the other Defendants and was acting within the course and scope of said

this action.

conspiracy, agency, employment, assignment and/or joint venture and with the permission and consent of each of the other Defendants.

FACTUAL ALLEGATIONS

A. Defendants Obtained and Used Plaintiff's Consumer Report from a Consumer Reporting Agency.

9. In February 2010, Defendants obtained some information regarding Plaintiff from a national credit bureau known as Trans Union.
10. Trans Union is, and was during the times relevant to this action, a "consumer reporting agency" as that term is defined at 15 U.S.C. § 1681a and PR ST T. 7 § 2031.
11. On In February 2011 Trans Union furnished a document, information or report concerning Plaintiff, and that document, or information or report was furnished through means of interstate commerce.
12. The hereinbefore information retrieved from TransUnion by Defendant bears on Plaintiff's credit worthiness, credit standing and credit capacity.
13. The said information bears on Plaintiff's character, general reputation, personal characteristics, or mode of living.
14. The said information was collected by Trans Union in whole or in part for the purpose of serving as a factor in establishing Plaintiff's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; or employment purposes.

15. Trans Union originally collected the said information contained in the said report expecting it to be used for one of the permissible purposes, as defined at section 604 of the Fair Credit Reporting Act.
16. In February 2011, Defendant's agent obtained Plaintiff's "consumer report" from Trans Union, as that term is defined at 15 U.S.C. § 1681a and PR ST T. 7 § 2031.
17. Mr. Velez-Colon is the person specifically identified in the hereinbefore consumer report prepared by the consumer reporting agency.
18. Upon knowledge and belief, Plaintiff affirmatively avers that Defendant also obtained Plaintiff's consumer report from other consumer reporting agencies, e.g. Equifax, Inc. and Experian Information Solutions, Inc. and used it in violation of the FCRA. The extent of Defendants violations to federal law is discoverable through interrogatories, requests for admission and/or depositions.

B. THE CONSUMER LEARNS THAT DEFENDANTS OBTAINED HIS CONSUMER REPORT

19. On March 4, 2011, Plaintiff obtained a copy of his consumer report from Trans Union; and a true copy of that report is included as **Exhibit No. I.**
20. Exhibit No. I reflects that Defendant received Plaintiff's consumer report.
21. One of the "inquiries" listed under the "Account Review Inquiries" section of Exhibit No. 1 at 8 is described as follows:

BANK OF AMERICA

4161 PIEDMONT PKWY
1825 E BUCKEYE RD
GREENSBORO , NC 27410
(800) 451-6362

Requested On:

02/2011

C. CAUSES OF ACTIONS AGAINST EACH DEFENDANT

**COUNT I
DEFENDANTS OBTAINED PLAINTIFF'S CONSUMER REPORT
WITHOUT PROPER CERTIFICATION
15 U.S.C. 1681b(f)**

22. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as fully stated herein.
23. In February 2011, Defendants' agents intentionally or recklessly obtained Plaintiff's consumer report without proper certification in violation of 15 U.S.C. 1681b(f) because Defendants failed to certify the purpose of the report or certified that they were obtaining the consumer report for account review when Defendants actually obtained and used Plaintiff's consumer report for "collection purposes" purposes. The certified purpose and its actual use were inconsistent or the actual use was beyond the scope of the certification in violation of 15 U.S.C. 1681b(f).
24. In February 2011, Defendants' agents intentionally, recklessly or negligently obtained Plaintiff's consumer report without telling the consumer reporting agency of the true purpose of the report, or indicated the purpose to be something other than the true purpose.
25. Defendants obtained or used Plaintiff's consumer report without a permissible purpose under federal law.
26. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FCRA including, but not limited to, of the above-cited provisions of the FCRA, 15 U.S.C. § 1681 et seq., with respect to Plaintiff.

27. Defendants conduct was intentional or reckless because it failed to establish reasonable procedures, supervision and training to its employees with regard to their obligations under the FCRA; and Defendants intentionally or recklessly failed to comply with the FCRA when they obtained and used Plaintiff's consumer report without proper certification and/or without a permissible purpose with civil sanctions available under 15 U.S.C.A. §§ 1681n or 1681o. Accordingly, Plaintiff seeks, inter alia, statutory and punitive damages pursuant to Safeco Ins. Co. v. Burr, No. 06-84, 2007 U.S. LEXIS 6963 (June 4, 2007) in view of Defendants' reckless disregard to their statutory duties.
28. One of the cardinal goals of the FCRA is to protect the accuracy of consumer reports for the reason inaccurate reports affect the banking industry, the consumer, and the macroeconomics of this Nation. If users of consumers reports adopt the habit of, for example, certifying to the consumer reporting agencies that they will use a consumer report for employment purposes when the user of the report actually uses the report for extending credit (or vice versa), then other legitimate users of consumer reports will take action based on inaccurate and erroneous information. Thus, the aegis protection of the FCRA over the economy is damaged.

DEFENDANT FAILED TO NOTIFY "ADVERSE ACTION"
UNDER THE LAWS OF PUERTO RICO
PR ST T. 7 § 2035

29. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as fully stated herein.
30. Plaintiff is a resident of the USA Commonwealth Puerto Rico ("Puerto Rico").
31. Since 2003, Defendants knew that Plaintiff was a resident of Puerto Rico.

32. In numerous occasions, Defendants have contacted Plaintiff to his telephone number and the area code Plaintiff's telephone number is linked to the Commonwealth of Puerto Rico.
33. Defendants had no statutory or otherwise any legal obligation to report positive or negative information concerning Plaintiff under the Fair Credit Reporting Act or the laws of Puerto Rico, PR ST T. 7 § 2031 et seq. However, Defendants knowingly opted to report information regarding Plaintiff and Defendants are required to comply with federal and state law.
34. Defendant reported to Trans Union "adverse action" within the meaning of PR ST T. 7 § 2031 and PR ST T. 7 § 2034 with respect to Plaintiff on, *at least*, sixteen instances: (1) April 2007; (2) May 2007; (3) Jun 2007; (4) Jul 2007; (5) Jul 2007; (6) Aug 2007; (7) Nov 2007; (8) Sep 2008; (9) Jan 2009; (10) May 2009; (11) Jun 2009; (12) Jan 2010; (11) June 2010; (12) Jul 2010; (13) Oct 2010; (14) Jan 2011; (15) Feb 2011 and; (16) March 2011.
35. Plaintiff beliefs and on that basis alleges that Defendants failed to notify Plaintiff about other adverse reports to other consumer reporting agencies, e.g. Equifax and Experian. The actual extent of Defendants' violations is discoverable through interrogatories, requests for admissions or, alternatively, depositions. Plaintiff will seek leave to amend complaint to include such violations.
36. Defendants failed comply with the "adverse action" notification requirements under PR ST T. 7 § 2034 with regard to the "adverse action" events (1 – 16) described in the preceding paragraph.

37. As a result of Defendants' violations of the PR ST T. 7 § 2031 et seq. Plaintiff is entitled to statutory damages ranging from \$1,000 to \$5,000 for *each* violation.

**COUNT III: UNLAWFUL RECORDING OF TELEPHONE CONVERSATIONS - VIOLATIONS
UNDER ARTICLE 2, SECTION 10 OF THE PUERTO RICO CONSTITUTION (BILL OF RIGHTS)**

38. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
39. Defendants attempted to collect monies from Plaintiff via telephone in more than twenty instances.
40. Defendants knew that Plaintiff was a resident of Puerto Rico and knowingly dialed to Plaintiff's telephone number, (787) 457-4434. Puerto Rico telephone area code is "787."
41. Defendants called on several instances and, after Plaintiff's a machine stated in English or Spanish: "this conversation may be recorded for quality or training purposes" or a statement to that effect.
42. Defendants misleadingly stated that the conversation "may" be recorded when they had the specific intention of recording the telephone conversation in all instances.
43. According to the customs in language in Puerto Rico, when someone states "podria ser grabada" ("may be recorded") it means that it is possible, not necessary, that the telephone conversation is recorded.
44. In Puerto Rico and in Spanish, the auxiliary verb "may" is not an equivalent or quasi-equivalent to "will", e.g. "the conversation will be recorded." Accordingly, Defendant using such recorded statements specifically in Puerto Rico was an unfair, misleading and unconscious business practice.

45. Puerto Rico Constitution prohibits the recording of telephone conversation. PR CONST ART. 2 § 10. Defendants recorded telephone conversations with Plaintiff in more than twenty (20) instances.
46. According to Puerto Rico case law, privacy rights under PR CONST ART. 2 § 10 can only be waived expressly through affirmative and unequivocal actions, not indirectly.
47. At no time material hereto Plaintiff expressly made an express affirmative and unequivocal action or statement to the effect that he consented the recording of telephone conversations by Defendants.
48. Defendant willfully, knowingly and purposely contacted a Puerto Rico resident who was located in Puerto Rico and recorded its telephone with Plaintiff's in reckless disregard or with deliberate indifference and/or willful blindness to the laws of Puerto Rico (including a criminal statute) and the Constitution of Puerto Rico.
49. Plaintiff beliefs and on that basis alleges that Defendants or its agents/attorneys have never researched Puerto Rico law before recording telephone conversations in Puerto Rico. Alternatively, Defendants failed to conduct an adequate research before recording telephone conversations in Puerto Rico.

TRIAL BY JURY

50. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.
51. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

52. The foregoing acts and omissions of Defendant and its agents constitute numerous and multiple violations of the FCRA including, but not limited to, of the above-cited provisions of the FCRA, 15 U.S.C. § 1681 et seq., with respect to Plaintiff.
53. As a result of Defendant's violations 15 U.S.C. § 1681 et seq Plaintiff is entitled any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(a); punitive damages as the court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3), from Defendant herein; and not less than \$1000 and not more than \$5,000 pursuant to PR ST T. 7 § 2039; and damages as a result of defendants Constitutional violations and/or violations to Art. 1802 of the Puerto Rico Civil Code.

PRAYER FOR RELIEF

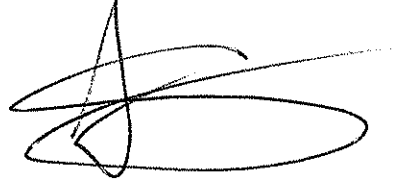
WHEREFORE, Plaintiff prays that judgment be entered against Defendant:

- For an award of statutory damages pursuant to 15 U.S.C. § 1681n(a), 15 U.S.C.A. § 1681o for each violation under the FCRA.
- For an award of statutory damages not less than \$1000 and not more than \$5,000 pursuant PR ST T. 7 § 2039 against Defendant and for Plaintiff for each violations (x16).
- For an award of punitive damages as the court may allow pursuant to 15 U.S.C. § 1681n(a)(2) and as a result of Defendants willful violations to the Puerto Rico laws and Constitution in excess of \$500,000.
- Actual damages as a result of Defendants willful violations to the Puerto Rico laws and Constitution in excess of \$500,000.

- Prejudgment interests pursuant to 15 U.S.C. § 1681 et.seq.
- For an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1681(a)(3) against Defendant and for Plaintiff; and
- For such other and further relief as may be just and proper.

Dated: March 9, 2011

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'C' followed by a horizontal line and a loop.

Jose Carlos Velez-Colon

PO BOX 142574 Arecibo PR 0014

Telephone: (787) 457-4434

E-mail: jcvelezcolon@yahoo.com

IN PRO SE



Exhibit I to Complaint

your products your account help logout

welcome	credit report	score	security freeze	3-in-1 report	credit monitoring	debt analysis	learning center	savings source
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transunion credit report report an inaccuracy consumer rights

Personal Credit Report

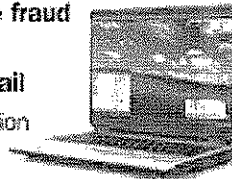
JOSE CARLOS VELEZ COLON
Source: TransUnion

March 4, 2011
Available until April 3, 2011

Get Instant Message Updates About Your Credit Report

- Alerts you to possible fraud
- Sent to your desktop
- No need to check email

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GTLenders.com



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Personal Information

Name: JOSE CARLOS VELEZ COLON

SSN:
Date of Birth:

File Number: 234378941
Date issued: 03/04/2011

597-01-8429
11/1982

You have been on our files since 05/2003

Telephone 457-4434

CURRENT ADDRESS

Address: PO BOX 142574
ARECIBO, PR 00614

Date Reported: 04/2006

PREVIOUS ADDRESSES

Address: 3600 S. LAS VEGAS BV.
LAS VEGAS, NV 89109

Date Reported: 03/2006

Address: PO BOX 6693
MAYAGUEZ, PR 00681

EMPLOYMENT DATA REPORTED

Employer Name: AGRONOMO
Date Verified: 05/2009

Position:
Date Hired:

Employer Name: HIDROCULTIVOS JC
Date Reported: 03/2005

Position:
Date Hired:

Employer Name: SE AGRICULTURA
Location: HATILLO, PR
Date Reported: 02/2005

Position: NEGOCIO PROPIO
Date Hired:

Special Notes: The display of your account numbers has been modified for your protection. Also if any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

NA	X					
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

Adverse Accounts

The following accounts contain information that some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in >brackets< or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

BANCO DE DESARR ECON PR #11010019716****

PO BOX 2134
SAN JUAN, PR 00922-2134
(809) 766-4300

Balance: \$4,211
Date Updated: 02/2011
High Balance: \$15,340
Past Due: >\$203<
Terms: \$191 for 85 months

Pay Status: >30 Days Past Due<
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 09/2005

Loan Type: Agricultural Loan

>Maximum delinquency of 60 days in 06/2007<

Estimated date that this item will be removed: 01/2018

Late Payments

48 months

30 30 30

>3< >1< 0

Last 48

Months

OK OK OK OK OK OK OK OK OK OK X OK OK OK OK OK X OK X OK OK OK OK OK OK
'11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb
OK
'09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb

BANCO DE DESARR ECON PR #454925247100****

POB 2134
SAN JUAN, PR 00922
(787) 641-4300

Balance: \$7,088
Date Updated: 02/2011
High Balance: \$7,158
Credit Limit: \$7,000
Past Due: \$0
Terms: Minimum \$148

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 03/2005

Loan Type: Credit Card

Late Payments

48 months

30 30 30

>1< 0 0

Last 48

Months

OK
'11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb
OK
'09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb

BANCO DE DESARR ECON PR #11010019711****

PO BOX 2134
SAN JUAN, PR 00922-2134
(809) 766-4300

Balance: \$0
Date Updated: 08/2007
High Balance: \$23,260
Past Due: \$0
Terms: \$0 for 13 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 09/2005
Date Closed: 08/2007

Loan Type: Agricultural Loan

Remark: Closed

>Maximum delinquency of 120+ days in 02/2007<

Late Payments

22 months

30 30 30

>1< >1< >7<

Last 22

Months

20 20 20 20 20 20 20 20 20 OK OK OK X OK OK X X X OK OK OK OK
jul jun may apr mar feb '07 dec nov oct sep aug jul jun may apr mar feb '06 dec nov oct

BANK OF AMERICA #6501000561****

9000 SOUTHSIDE BLV
BLDG 600 FL9-600-0
JACKSONVILLE, FL 32256
(800) 215-6195

Balance: \$4,457
Date Updated: 02/2011
High Balance: \$18,814
Past Due: >\$660<
Terms: \$330 for 72 months

Pay Status: >60 Days Past Due<
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 12/2005

Loan Type: Automobile

>Maximum delinquency of 90 days in 06/2007<

Estimated date that this item will be removed: 12/2017

Late Payments

48 months

30 30 30

>12< >2< >1<

Last 48

Months

30 30 30 30 30 30 30 30 30 OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
'11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb
30 30 30 30 30 30 30 30 30 OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
'09 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb

13355 NOEL RD
STE 2100
DALLAS, TX 75240
(972) 233-9614

Balance: \$198
Date Updated: 02/2011
Original Balance: \$198
Original Creditor: 11 ONELINK COMMUNICATIONS
Past Due: >\$198<

Pay Status: >Collection Account<
Account Type: Open Account
Responsibility: Individual Account

Loan Type: Collection Agency Attorney

Remark: >Placed for collection<

Date placed for collection: [07/2010]

Estimated date that this item will be removed: 05/2017

5005 N RIVER BLVD
CEDAR RAPIDS , IA 52411-6634
Phone number not available

Balance:	\$1,253
Date Updated:	01/2011
High Balance:	\$22,556
Past Due:	>\$313<
Terms:	\$313 for 72 months

Pay Status:	>30 Days Past Due<
Account Type:	Installment Account
Responsibility:	Individual Account
Date Opened:	04/2005

Loan Type: Automobile

Remark: Dispute resolved - customer disagrees

>Maximum delinquency of 60 days in 07/2010 for \$538<

Estimated date that this item will be removed: 11/2017

Late Payments

48 months

Last 48

dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb '09
dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb '07

Months

 ≥ 5 ≥ 3 0

PO BOX 70367
SAN JUAN, PR 00936-8367
(787) 759-6000

Balance:
Date Updated: 12/2008
High Balance: \$13

Pay Status: >60 Days Past Due<
Account Type: Open Account
Responsibility: Individual Account
Date Opened: 09/2008

Loan Type: Cellular

```
>Maximum delinquency of 60 days in 12/2008<
```

Estimated date that this item will be removed: 10/2015

The following accounts are reported with no adverse information.

1411 FOULK RD
POB 7430
WILMINGTON, DE 19803-2727
(800) 282-1550

Balance:	\$0
Date Updated:	08/2010
High Balance:	\$8,188
Past Due:	\$0
Terms:	\$102 for 120 months

Pay Status:	Paid or Paying as Agreed
Account Type:	Installment Account
Responsibility:	Individual Account
Date Opened:	09/2009
Date Closed:	08/2010

Loan Type: Student Loan

Remark: Closed

Late Payments

10 months

Last 10

Months

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
 jul jun may apr mar feb '10 dec nov oct

1411 FOULK RD
POB 7430
WILMINGTON, DE 19803-2727
(800) 282-1550

Balance:	\$0
Date Updated:	08/2010
High Balance:	\$8,500
Past Due:	\$0
Terms:	\$98 for 120 months

Pay Status:	Paid or Paying as Agreed
Account Type:	Installment Account
Responsibility:	Individual Account
Date Opened:	09/2009
Date Closed:	08/2010

Loan Type: Student Loan

Remark: Closed

Late Payments

10 months

Last 10

[FF](#)
[FE](#)
[FI](#)
[FL](#)
[FR](#)
[FM](#)
[FO](#)
[FN](#)
[FR](#)
[FS](#)

0 0 0

Months

jul jun may apr mar feb '10 dec nov oct

ACCESS GROUP INC #3976****

1411 FOULK RD
POB 7430
WILMINGTON, DE 19803-2727
(800) 282-1550

Balance: \$0
Date Updated: 09/2009
High Balance: \$8,500
Past Due: \$0
Terms: \$98 for 120 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2008
Date Closed: 09/2009

Loan Type: Student Loan**Remark:** Closed**Late Payments**

10 months

0 0 0

Last 10

Months

OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '09 dec nov

ACCESS GROUP INC #3976****

1411 FOULK RD
POB 7430
WILMINGTON, DE 19803-2727
(800) 282-1550

Balance: \$0
Date Updated: 09/2009
High Balance: \$11,080
Past Due: \$0
Terms: \$145 for 120 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2008
Date Closed: 09/2009

Loan Type: Student Loan**Remark:** Closed**Late Payments**

10 months

0 0 0

Last 10

Months

OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '09 dec nov

AES #5970184290****

POB 2461
HARRISBURG, PA 17102-2461
(800) 233-0557

Balance: \$0
Date Updated: 09/2005
High Balance: \$2,700
Collateral: DEFERRED TO 06212005
Past Due: \$0
Terms: \$0 for 1 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 03/2004
Date Closed: 09/2005

Loan Type: Student Loan**Remark:** Account closed by consumer**Late Payments**

17 months

0 0 0

Last 17

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '05 dec nov oct sep aug jul jun may apr

AES #5970184290****

POB 2461
HARRISBURG, PA 17102-2461
(800) 233-0557

Balance: \$0
Date Updated: 09/2005
High Balance: \$2,750
Collateral: DEFERRED TO 06212005
Past Due: \$0
Terms: \$0 for 1 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2004
Date Closed: 09/2005

Loan Type: Student Loan**Remark:** Account closed by consumer**Late Payments**

10 months

0 0 0

Last 10

Months

OK OK OK OK OK OK OK OK OK OK
aug jul jun may apr mar feb '05 dec nov

AES/ BANK OF NEW YORK US #5616052194PA0****

POB 2461
HARRISBURG, PA 17102-2461

Balance: \$4,250
Date Updated: 01/2011

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account

3/4/2011

(800) 233-0557

TransUnion
High Balance: \$4,250
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 119 months

Responsibility: Individual Account
Date Opened: 01/2007

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

47 months

0 0 0

Last 47

Months

OK
 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb '09
 OK
 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb

AES/ BANK OF NEW YORK US #5616052194PA0****

POB 2461
 HARRISBURG, PA 17102-2461
 (800) 233-0557

Balance: \$5,000
Date Updated: 01/2011
High Balance: \$5,000
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 119 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 01/2007

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

47 months

0 0 0

Last 47

Months

OK
 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb '09
 OK
 dec nov oct sep aug jul jun may apr mar feb '08 dec nov oct sep aug jul jun may apr mar feb

BANK OF AMERICA #543891001970****

PO BOX 17054
 WILMINGTON, DE 19850-7054
 (800) 421-2110

Balance: \$2,561
Date Updated: 02/2011
High Balance: \$2,561
Credit Limit: \$2,500
Past Due: \$0
Terms: Minimum \$88

Pay Status: Paid or Paying as Agreed
Account Type: Revolving Account
Responsibility: Individual Account
Date Opened: 09/2003

Loan Type: Credit Card**Late Payments**

33 months

0 0 0

Last 33

Months

OK
 '11 dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb
 OK
 '09 dec nov oct sep aug jul jun may

CITIFINANCIAL #1581422011****

APTD 1962
 ARECIBO, PR 00613
 (787) 878-5000

Balance: \$0
Date Updated: 09/2005
High Balance: \$3,000
Past Due: \$0
Terms: \$115 for 42 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 03/2005
Date Closed: 09/2005

Loan Type: Unsecured
Remark: Closed

Late Payments

5 months

0 0 0

Last 5

Months

OK OK OK OK OK
 aug jul jun may apr

FEDLOAN SERVICING #6314082554FDO****

POB 69184
 HARRISBURG, PA 17106
 (800) 699-2908

Balance: \$8,188
Date Updated: 01/2011
High Balance: \$8,188
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 119 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 09/2009

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

3 months

0 0 0

Last 3

Months

OK OK OK
 dec nov oct

FEDLOAN SERVICING #6314082554FD0****

POB 69184
HARRISBURG, PA 17106
(800) 699-2908

Balance: \$8,500
Date Updated: 01/2011
High Balance: \$8,500
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 120 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 09/2009

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

3 months

0 0 0

Last 3

Months

OK OK OK
dec nov oct

FEDLOAN SERVICING #6314082554FD0****

POB 69184
HARRISBURG, PA 17106
(800) 699-2908

Balance: \$4,250
Date Updated: 01/2011
High Balance: \$4,250
Collateral: DEFERRED TO 07312011
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2010

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

2 months

0 0 0

Last 2

Months

OK OK
dec nov

FEDLOAN SERVICING #6314082554FD0****

POB 69184
HARRISBURG, PA 17106
(800) 699-2908

Balance: \$4,490
Date Updated: 01/2011
High Balance: \$4,490
Collateral: DEFERRED TO 07312011
Past Due: \$0

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2010

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

2 months

0 0 0

Last 2

Months

OK OK
dec nov

Fed Loan Servicing #6314082554FD0****

PO Box 69184
HARRISBURG, PA 17106
(800) 699-2908

Balance: \$8,500
Date Updated: 01/2011
High Balance: \$8,500
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 119 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2008

Loan Type: Student Loan
Remark: Payment deferred

Late Payments

14 months

0 0 0

Last 14

Months

OK OK OK OK OK OK OK OK OK OK OK OK OK OK OK
dec nov oct sep aug jul jun may apr mar feb '10 dec nov

Fed Loan Servicing #6314082554FD0****

PO Box 69184
HARRISBURG, PA 17106
(800) 699-2908

Balance: \$11,080
Date Updated: 01/2011
High Balance: \$11,080
Collateral: DEFERRED TO 07312011
Past Due: \$0
Terms: \$0 for 119 months

Pay Status: Paid or Paying as Agreed
Account Type: Installment Account
Responsibility: Individual Account
Date Opened: 10/2008

Months

dec nov oct sep aug jul jun may apr mar feb '10 dec nov

Months

dec nov oct sep aug jul jun may apr mar feb '10 dec nov oct sep aug jul jun may apr mar feb '09
 dec nov oct sep aug jul jun

Months

PK
 jul jun may apr mar feb '07 dec nov oct sep aug jul jun may apr mar feb '06 dec nov oct sep

Permissible Purpose: CREDIT TRANSACTION

PO BOX 6270
GLEN ALLEN, VA 23058-6270
(877) 225-5786

Requested On: 06/2010

Account Review Inquiries

The companies listed below obtained information from your consumer report for the purpose of an account review or other business transaction with you. These inquiries are not displayed to anyone but you and will not affect any creditor's decision or any credit score (except insurance companies may have access to other insurance company inquiries and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

TU INTERACTIVE

100 CROSS ST
#202
SAN LUIS OBISP, CA 93301
Phone number not available
Requested On: 03/2011

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 02/2011
Permissible Purpose: CREDIT MONITORING

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 02/2011
Permissible Purpose: CREDIT MONITORING

BANK OF AMERICA

4161 PIEDMONT PKWY
1825 E BUCKEYE RD
GREENSBORO, NC 27410
(800) 451-6362
Requested On: 02/2011

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 01/2011
Permissible Purpose: CREDIT MONITORING

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 01/2011
Permissible Purpose: CREDIT MONITORING

EQUIFAX CONSUMER SERVICE

1550 PEACHTREE ST
ATLANTA, GA 30309
(866) 640-2273
Requested On: 12/2010

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 12/2010
Permissible Purpose: CREDIT MONITORING

EQUIFAX CONSUMER SERVICE

1550 PEACHTREE ST
ATLANTA, GA 30309
(866) 640-2273
Requested On: 12/2010

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 12/2010
Permissible Purpose: CREDIT MONITORING

EQUIFAX CONSUMER SERVICE

1550 PEACHTREE ST
ATLANTA, GA 30309
(866) 640-2273
Requested On: 11/2010

TRANSUNION INTERACTIVE I

100 CROSS ST
STE 202
SAN LUIS OBISP, CA 93401
Phone number not available
Requested On: 11/2010
Permissible Purpose: CREDIT MONITORING

EQUIFAX CONSUMER SERVICE

1550 PEACHTREE ST
ATLANTA, GA 30309
Requested On: 10/2010